

PUBLIC WORKS COMMITTEE

AGENDA

TOWN OF CHINCOTEAGUE

April 10 2007 – 5:30 pm – Council Chambers – Town Hall

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

AGENDA ADOPTION

1. March 2007 report
2. Comfort Suites availability fee request
3. Wastewater Study update – Wastewater Management, Inc.
4. Possible lease of mooring space at Town Dock
5. Spring paving projects
6. Committee member comments

Public Works Projects March 2007

Administration

- Hired Keith Sharpley to fill open Mechanic position
- Forwarded auto accident claim to VML. Two of our vehicles were involved in an accident while delivering our old street sweeper to Portsmouth for the installation of a dump body.
- AJ Bowden, Mike Cosby, Wade Easton and J. Jeffries attended a one day emergency operations table top exercise.
- Jared Anderson, Mike Cosby and Robert Ritter attended a sewer feasibility study progress meeting with Wastewater Management, Inc.
- Reviewed DCR Water Quality Improvement Fund grant program for wastewater and septic possibilities. Mr. David Rigby of Wastewater Management attended a DCR grant workshop on our behalf.
- Submitted VML safety grant applications for Police department and Town office buildings. The Police submission for DUI checkpoint warning signs was successful; we are waiting to hear about the other proposal to replace emergency exit lighting in the Town office and Public Works shops.
- Mike Cosby attended a one day VML Safety Coordinator training workshop.

Roads

- Advertised to fill two open Laborer/Equipment Operator positions.
- Completed repair at intersection of Dodd Street and Bunting Road.
- Completed VDOT accounting report for 2005/2006 fiscal year.
- Adapted previous sidewalk contract into a request for quotations format for use on a trial basis. Incorporated previous contract terms and specifications as well as procurement policies into new arrangement. Hopefully this will lead to greater competition and better prices.

Facilities

- Replaced fence at basketball courts at Memorial Park (combination of old age and vandalism)
- Purchased new home plate and pitching rubber for baseball field at Memorial Park.
- Provided support for Deer program.
- Compactor installation still not complete. Accomack County is supposed to move dumpsters to rear of parking lot prior to start of baseball season in mid April.
- Harbor rest room plans are being updated by Whitman, Requardt after acquisition of elevation certificate. New plans should be complete the week of April 9.
- Re-painted exterior of downtown rest room facility.
- Completed lease arrangement for Waterfront Park dock.

Waterworks

- Waterworks Technician pay rate increased; Waterworks Trainee job description added to employee handbook.

- Upgrade water service lines at one section of Harbor.
- Mike Cosby attended two day Virginia Rural Water association conference.
- Started ground storage tank roof repair project. As of April 2 demolition was complete and fabrication of roof plates in progress off-site.
- AJ Bowden and J. Jeffries met with a representative from the Southeast Rural Community Assistance Project to review our Water Delivery Vulnerability Assessment.
- Explored possibility of conducting aquifer test during the week after Memorial Day after ground storage tank repair is complete. We still have not received approval or required modifications of plan from the DEQ.
- Worked on water billing problems and availability fee questions for Comfort Suites property.
- Replace chlorine pump on Mainland.
- Mike Cosby attended DEQ Water Supply Planning grant workshop. We applied for this grant last year and were not successful. The prospects are also not good for this year. The Water Supply Plan is not due until 2010 at the earliest and the optimal solution at this point is to participate in a regional plan. We are in the process of exploring that possibility now.
- Resolve water meter location issue at Blake Point Road property.
- New water billing system was installed and successfully implemented.
- Our engineer is reviewing VDH requirements for Well 8. Most of the problems appear to be ones that we can address in-house. We will attempt to complete these items in April.

Mosquito Control

- Hired two Mosquito Control Technicians, Harry Bunting and Gary Taylor.
- Mike Cosby obtained pesticide license.
- Provided classroom and on the job training for new hires.
- Robert Watson, Bill Hudson, Chuck Holston, Harry Bunting and Gary Taylor attended the Clarke training program in Ocean City.
- Am in the process of finalizing aerial spray, insurance and chemical arrangements with Chorman & Son for this season.
- Initiated larvaciding activities.
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MEMORANDUM

To: Public Works Committee

From: Mike Cosby, Public Works Director

Date: April 4, 2007

Subject: Protest of availability fee, Comfort Suites

Mr. Rubin, a partner in the Comfort Suites Hotel on Main Street, wishes to protest the availability fee of \$ 9,000 for the two new buildings on lot 30A5-9-1 (see attached letter). The building permit for these structures was submitted on April 26, 2007. The availability fees went into effect on April 20, 2007. The Public Works Committee approved Mr. Rubin's request to use an existing meter on this property to supply water to the new structures on January 9, 2007 with the provision that the availability fee and any applicable construction cost would be charged.

CHINCOTEGUE HOTEL, LC
C/O COMFORT SUITES HOTEL
4195 MAIN STREET
CHINCOTEAGUE, VA 23336
Tel #757-336-3700
Fax #757-336-5452

April 2, 2007

Mr. Michael Cosby, Public Works Director
Town of Chincoteague
6150 Community Drive
Chincoteague, VA 23336

Dear Mr. Cosby:

I am in receipt of your fax of the enclosed letter dated March 29, 2007, and a copy of the Town of Chincoteague Water Department Codes, which was most appreciated.

I would like to speak to your board, by the agenda in the meeting of April 6, 2007, at Chincoteague, Virginia at 5:30 pm.

I do object to the availability fee of \$9000.00 on the basis of the two following issues:

- a) Our project for the development of our two new buildings was begun a considerable long period of time, before the new regulations of code were voted upon and approved.
- b) We are presently using the connection of our FORMER water lines, AND on the same property.

Thank you in advance for your attention to this matter.

Sincerely,



Bernard Rubin
Partner in Chincoteague Hotel, LC

CC: Walter Thompson
Jeannie Rose, Manager of Comfort Suites



TOWN OF CHINCOTEAGUE, INC.

PUBLIC WORKS DEPARTMENT

Mr. Bernard Rubin
Chincoteague Hotel, LC
4195 Main Street
Chincoteague VA 23336

March 29, 2007

Dear Mr. Rubin,

The next Public Works Committee meeting will be held in our Council Room at 5:30 pm on Tuesday, April 10, 2007. I will distribute the agenda and pertinent documentation to the committee members on the preceding Friday afternoon. If you will recall, at our meeting on March 7, 2007 I asked you to provide a written request indicating why you are protesting the availability fee. I have not received this information yet and will not put your request on the agenda as an action item if I do not receive it by 4:00 pm on Friday April 6, 2007. The purpose of distributing the agenda and related information prior to the meeting is to make sure the committee members have time to put some thought into the issues. You will be able to speak on your own behalf during the public participation period prior to the committee's consideration of your request. You may also choose not to provide any information beforehand and state your case solely during the public participation period. If so, your request will not be an agenda item.

Since I do not know exactly why you are contesting the fee, it may be helpful for you to know my basic position on this matter. The availability fee was instituted by Town Council effective April 20, 2006. The building permit for the two structures in question was submitted by you on April 26, 2006. At their January 9, 2007 meeting, the Public Works Committee approved your request to utilize an existing meter for these structures with the specific condition that the availability fee would apply to this property.

Please let me know how you wish to proceed.

Sincerely

Michael Cosby
Public Works Director



TOWN OF CHINCOTEAGUE, INC.

PUBLIC WORKS DEPARTMENT

Mr. Walter Thompson
Chincoteague Hotel, LC
4195 Main Street
Chincoteague VA 23336

March 21, 2007

Dear Mr. Thompson,

I received your letter dated March 16, 2007 requesting additional time to pay the \$7,960.32 owed for account number 1112. Due to the fact that neither of us were aware that this amount was not being billed or paid as it should have been, we are willing to accept your proposal to pay the outstanding amount in full without imposing penalties or interest if the balance is paid by August 30, 2007. This arrangement does not include the normal water charges for your accounts that will be incurred between now and August 30, 2007, which will be subject to our normal payment policies.

I would also like to respond to your disagreement with my statement in my letter of February 22, 2007 regarding what I referred to as an improper connection to the water meter. When I wrote the letter I believed that it was an accurate statement based on the information that was available to me at the time. Since then I have spoken with several Town officials who were here during that period and have reviewed the plans you brought to our office several weeks ago. I now believe that the Town did have knowledge of this connection when it was made and see no benefit in pursuing the matter further.

I have not heard from Mr. Rubin concerning his questions regarding the applicability of the availability fee for account number 1280. If he would like to contest this fee, I would appreciate it if he would do so as soon as possible. The availability fee is due prior to connection to the water system, and since this particular connection is to an existing meter I am not certain when that will occur.

I appreciate your participation in the resolution of these problems. If I can be of further assistance now or in the future, please feel free to contact me.

Sincerely,

Michael Cosby
Public Works Director



BY CHOICE HOTELS

March 16, 2007

Mr. Michael Cosby
Director of Public Works
Town of Chincoteague, Inc.
6150 Community Drive
Chincoteague, VA 23336

Dear Mr. Cosby:

Thank you for meeting with me and Mr. Rubin concerning our issues with the water bills at the Comfort Suites-Chincoteague. I appreciate your time and willingness to work on a resolution to our situation.

I wanted to follow up concerning account number 1112 that serves the 2002 addition to the hotel. Apparently, sometime around November of 2004, this meter stopped working. It is my understanding that we have been receiving water since that period at no cost. As I stated in our meeting, we did not realize that we were not being billed for the usage, and we agree that we owe the average bill total of \$7,960.32. However, I respectfully request that the Town allow us some time to pay the amount due. Because our hotel is a very seasonal business, our cash flow is heavily burdened in the winter and spring months. I would greatly appreciate it if the Town would consider allowing us to pay in full by August 30, 2007 without incurring any penalties or interest.

I would also like to reiterate that I disagree with the statement in your letter dated February 22, 2007 that we made an improper connection to the water meter. We connected to the meter in accordance with our approved drawings and with the full knowledge and blessing of the Town of Chincoteague.

Should you have any questions or concerns, please feel free to call me at 410-827-3878.

Sincerely,

Walter E. Thompson, Jr.
Managing Member
Chincoteague Hotel, LC



TOWN OF CHINCOTEAGUE, INC.

PUBLIC WORKS DEPARTMENT

To: Bernie Rubin
From: Michael Cosby, Public Works Director *MC*
Date: February 27, 2007
Re: Status of water accounts, Lot 30A5-9-1

Dear Mr. Rubin,

As a follow up to our meeting this afternoon, here is the status of the water accounts on this property as I presently understand it:

Account number 3524 – 2 inch meter installed when the larger of the Comfort Suites buildings was constructed. This meter provides domestic water service to that building. Prior to today I understood this to be a 1 inch meter and this account has been billed as a 1 inch meter since it was installed. Before the water rates changed last year this was not a problem as the minimum bills for 1 and 2 inch service were the same. The 2 inch meter rates (\$280 minimum bill plus \$3.86 per 1,000 gallons over allowance of 48,000 gallons) will apply to this account from now on.

Account number 3523 – 6 inch meter installed when the larger of the Comfort Suites buildings was constructed. I believe that this meter provides fire suppression service to both large buildings but this will need to be confirmed. This account was charged the minimum bill rate (\$1750) for a 6 inch meter when the meters were read for the last two quarters. Minimum bills are not supposed to be charged to fire suppression connections, so a refund in the amount of \$3500 was made to your company by check today. Prior to the rate changes, this account was billed \$377.20 in minimum charges since the fire suppression system was installed in 1999. This amount will be refunded by the Town.

Account number 1280 – 1 inch meter that is installed in the sidewalk in front of the Annex building. This meter presently provides domestic service to the Annex building. After the property lines for lots 30A5-A-166 (on which the Annex building is located) and lot 30A5-A-168 were vacated, you submitted a request to my office to allow an existing meter to be used to provide water service for two new buildings that were being constructed on the former lot 30A5-A-168. As this request was contrary to the "one lot, one meter" requirement of the Town Code, it was forwarded to the Public Works Committee. At their January 9, 2007 meeting

the Public Works Committee voted to allow the usage of an existing meter or an upgrade to an appropriate meter size at full construction cost for this new service. They also determined that the availability fees instituted in April 2006 would apply to this new use of the property as it has changed from residential with one structure to commercial with two structures. After a review of the meters on the property we decided that the most desirable connection for the domestic water service for the new buildings was the 1 inch meter currently used for this account. The availability fee for 1 inch meter size is \$9,000. This amount is due prior to the connection of the new buildings to the water system. The minimum billing rates for 1 inch meters will continue to be applied to this account.

Account number 1111 – 2 inch meter that was apparently used by a previous use of these properties. This is not an active account but after the discovery today that the meter from account 1112 (see below) is in use, this meter is the apparent best choice for use by the fire suppression system for the two new buildings. We will restore this account to active status and there will be no minimum bill as this is a fire suppression system.

Account number 1112 – 2 inch meter that also was apparently utilized by a previous use of these properties. This is an active account and we discovered today that water service from this meter is being provided to the smaller of the Comfort Suites buildings. It was our understanding that this building's water was being supplied by the meter from account number 3524 but evidently this is not the case. Apparently during construction the water lines were improperly connected to this meter, as the building they serve was not on the same lot as the meter (this was prior to the property lines being vacated). We also found today that the meter for this connection is faulty and has not supplied accurate readings since approximately November 15, 2004. Town Code sections 62-27 and 62-59 address inaccurate readings due to improper connections or faulty meters and provide for adjustments to water bills based on estimates of use. In this case the estimate for the period between November 15, 2004 and February 15, 2007 is 2,224,000 gallons or \$8598.32. Minimum bills in the amount of \$638.00 were paid during this period so the total amount due is \$7,960.32. The Town is also reviewing whether any changes may be required to correct the improper connection of this meter to the smaller Comfort Suites building.

There are also two other inactive meters on this property – a 2 inch meter on the former lot 30A5-A-166 and a 5/8 inch meter on the former lot 30A5-A-168. These will be removed by the Town.

I have not been able to locate any information in the Public Works Committee or Town Council meeting minutes regarding the circumstances during the construction of the second building. I will continue to look but if you have any documentation it could prove helpful.

MEMORANDUM

To: Public Works Committee

From: Mike Cosby, Public Works Director

Date: April 3, 2007

Subject: Possible lease of Town Dock mooring space

Attached is the previous lease for the mooring space at the Town Dock. There is at least one party interested in a similar lease, with the intentions to use the space for a charter boat. Since the minimum bid idea worked well for the Waterfront Park lease, my recommendation is to advertise this lease with a minimum bid of \$1200. The last lease was for a two year period and I am not certain whether the current interest is for one or two years, so we need to determine the duration of the lease if we decide to proceed.

**AN ORDINANCE AUTHORIZING THE LEASE OF A PORTION
OF THE TOWN DOCK OF THE TOWN OF CHINCOTEAGUE
IN CONJUNCTION WITH THE OPERATION OF A TOUR VESSEL(S)
AND THE SOLICITATION OF BIDS FOR SUCH LEASE**

BE IT ORDAINED AS FOLLOWS:

1. That the Council solicit bids for the lease of the portion of the Town Dock in conjunction with the operation of a tour vessel(s) for the 2005 and 2006 seasons in the form and on the terms and conditions contained in the hereinafter described Lease.
2. That the form, terms and conditions of said Lease shall be as follows:

THIS AGREEMENT OF LEASE, made this 1st day of May, 2005, by and between **THE TOWN OF CHINCOTEAGUE, INCORPORATED**, Lessor, party of the first part; and ASA Fishawn Charters Ltd., Lessee, party of the second part.

WITNESSETH: That the said Lessor, for and in consideration of the mutual covenants hereinafter mentioned and be kept and performed by Lessee, does hereby demise and lease to Lessee the hereinafter described real estate, subject to the terms and conditions herein contained.

DESCRIPTION OF REAL ESTATE

Seventy Feet (70') waterfront dock frontage of the "Town Dock", on Chincoteague Channel, Chincoteague, Virginia, as designated by white lines. The demised area does not include adjacent walkways or parking areas.

TERM

The term of this Lease is for two (2) periods of six (6) months each, the first beginning on May 1, 2005, or at such time as the Town completes the installation of a new water main in the area of the Town Dock, whichever is the later, and terminating on October 31, 2005, with a second term beginning May 1, 2006 and terminating on October 31, 2006, without notice. This lease shall not automatically

renew for any successive term.

RENT

The total rent for said terms shall be twenty-four hundred dollars (\$2400.00), said rental to be paid in two (2) annual installments of twelve hundred dollars (\$1200.00) each, in advance, without demand, on the first day of each term, and payable to Lessor at 6150 Community Drive, Chincoteague, Virginia 23336. Lessee will pay a late charge of \$100.00 per day for any rental installment made after the 1st day of any term.

USE OF DOCK FRONTAGE

Said dock frontage shall be used solely as an embarkation and debarkation area for Lessee's tour vessel(s) as authorized herein, and Lessee shall restrict its use for such purposes and shall not use or permit the use of the property for any other purpose without the express written consent of Lessor.

Lessee's vessels shall only utilize said dock frontage between the hours of 3:30 p.m. and sunset each day and no vessel(s) shall be moored at said frontage for any cumulative times in excess of two (2) hours daily for such permitted purposes. Lessor, by its Town Manager, may permit additional times for specific trips upon reasonable advance written request by the Lessee. No other portion of the Town Dock shall be utilized for the Lessee's purposes.

Lessee shall not utilize any vessel in excess of fifty feet (50 ft.) in length in its operations. Any such vessel utilized by Lessee shall be in compliance with all state and federal laws and regulations at all times and under the control, while utilizing said dock frontage, of a properly licensed master.

Lessee may post up to two (2) signs along such dock frontage prohibiting the mooring or other use by any other vessel during Lessee's period of daily operations. Lessee may also post during the period of any such term a sign not exceeding 3 ft. by 3 ft. advertising the business and other pertinent information including fees and schedule.

PARKING

Lessee's invitees and guests may utilize the public parking area of the Town Dock, and notwithstanding prohibitions to the contrary, vehicles may be parked in areas otherwise set aside for vehicles and trailers to maximize parking spaces during its hours of operations. If sufficient parking spaces are not available for existing and primary permissive uses attendant to the Town Dock and Lessee's invitees and guests, Lessee shall direct such invitees and guests to other public parking areas in the general vicinity. In the event that the parking of such invitees and guests creates unnecessary congestion and/or unreasonable interference with the other existing and primary permissive uses of the Town Dock, the Town Manager shall have the authority to direct that all parking by the Lessee's invitees and guests be at other designated public parking areas.

REPAIRS AND MAINTENANCE

Lessee shall maintain the herein demised premises in a clean, orderly and safe condition and deliver up the premises at the expiration or termination of this Lease in as good condition as received. Failure of Lessee to maintain the property in a clean, orderly, and/or safe condition shall constitute a default by Lessee.

Lessor and Lessee shall make a joint inspection of said demised premises at the inception of this Lease with a memorandum prepared and initialed by Lessor and Lessee detailing the condition of said premises. At the termination of said Lease, Lessor and Lessee shall, within five (5) days thereof, make a further joint inspection to determine the condition of said premises.

DAMAGE TO PROPERTY

Lessee is solely responsible for all damages to the demised property caused by its operations, including acts or omissions of its agents, employees or invitees and guests, inclusive of, but not limited to, broken dolphins, moorings, or piles; punctured, distorted or otherwise damaged bulkheads or component parts; any damage to adjacent boardwalks, sidewalks, or parking areas; and the release of any hazardous substances into Chincoteague Channel. The Lessee shall cause such repairs to be timely made, including the clean up of any fuel spills or other hazardous substances, and the failure to make timely required repairs or clean up shall constitute a default by Lessee.

INSURANCE

Lessee shall maintain during the terms of this Lease liability insurance with a carrier licensed in the Commonwealth of Virginia, with limits of \$500,000.00 for personal injury and \$250,000.00 for property damage liability, with the Town to be shown as an additional insured. The Town shall be provided a Certificate of Insurance showing such coverages and the insured at the beginning of each term. The Town shall receive at least five (5) days notice in advance of any cancellation of the required insurance coverage.

ASSIGNMENT, SUBLEASE, OR LICENSE

Lessee shall not assign or sublease the premises or any right or privilege connected therewith. Any unauthorized assignment, sublease or license to occupy shall be void and shall terminate this Lease at the option of the Lessor. The interest of Lessee in this Lease is not assignable by operation of law without the written consent of the Lessor.

HOLD-OVER AND DEFAULT

At the termination of this Lease, by lapse of time or otherwise, Lessee agrees to yield up immediately possession to said Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred Dollars (\$100.00) per day, but the provision of this clause shall not be held as a waiver by said Lessor of any right of re-entry nor shall the receipt of said rent or any part thereof operate as a waiver of the right to forfeit said Lease and the term hereby granted for a period still unexpired, nor for any breach of any of the covenants herein.

It is expressly agreed between the parties hereto, that if default be made in the payment of the rent above reserved, or any part thereof, or any of the covenants and agreements herein contained, to be kept by Lessee, it shall be lawful for Lessor, or their successors or assigns, at any time thereafter, at the election of said Lessor, or their successors or assigns, without notice, to declare said term ended, and to re-enter said demised premises, or any parts thereof, either with or without process of law, and said Lessee, or any person or persons occupying the same, to expel, remove and put out, using such force as may be necessary so to do, and the said premises again to repossess and enjoy, as before this demise, without prejudice to any remedies

which might otherwise be used for arrears of rent or preceding breach of covenants, and said Lessee further covenants and agrees, that Lessor, or their successors or assigns, shall have, at all times, the right to distrain for rent due, and shall have a valid lien upon all property of said Lessees, whether exempt by law or not, as security for the payment of the rent herein reserved.

ALTERATIONS AND IMPROVEMENTS

Lessee will not do or permit any alterations of or upon any part of said demised premises except by written consent of Lessor, and all alterations and improvements to said premises shall remain for the benefit of Lessor unless as otherwise provided in said consent as aforesaid. Lessee may not install signs or any form of advertising except as provided herein.

INDEMNIFICATION

Lessee agrees to indemnify and hold Lessor harmless from any and all claims, suits, actions, or damages, without limitation, against or incurred by the Town arising from the Lessee's operations at the demised premises, specifically including, but not limited to, any petroleum spills or the release of any other hazardous substance either on the demised premises, adjacent Town property, or into Chincoteague Channel.

COSTS OF ENFORCEMENT

Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees, and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease; and all the parties of this Lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective successors and assigns.

NOTICES

All notices or demands of any kind that Lessor may be required or may desire to serve on Lessee under the terms of this Lease may be served on Lessee (as an alternative to personal service) by leaving a copy of such demand or notice with the Lessee, or by mailing a copy thereof by registered or certified mail, postage prepaid, addressed to Lessee, or at such other address or addresses as

may from time to time be designated by Lessee in writing to Lessor. Service shall be deemed complete at the time of leaving such notice as aforesaid or within five (5) days of the mailing of same. All notices and demands from Lessee to Lessor may be similarly served on Lessor at 6150 Community Drive, Chincoteague, Virginia 23336, or at any such other address as Lessor may from time to time designate in writing to Lessee.

WITNESS the following signatures and seals:

LESSOR: **TOWN OF CHINCOTEAGUE, INCORPORATED**

By: _____ (SEAL)

J. Wesley Jeffries

Its: Acting Town Manager

LESSEE:

By: _____ (SEAL)

Its: _____

COMMONWEALTH OF VIRGINIA, AT LARGE

COUNTY OF ACCOMACK, to-wit:

The foregoing Agreement of Lease was acknowledged before me by J. Wesley Jeffries, Acting Town Manager on behalf of the Town of Chincoteague, Incorporated, this _____ day of _____, 2005, in my jurisdiction aforesaid.

Notary Public

My Commission expires: _____

COMMONWEALTH OF VIRGINIA, AT LARGE

COUNTY OF ACCOMACK, to-wit:

The foregoing Agreement of Lease was acknowledged before me by _____, on behalf of _____, this _____ day of _____, 2005, in my jurisdiction aforesaid.

Notary Public
My Commission expires: _____

3. That all bids shall be in writing, signed by the bidder, sealed and delivered to the Town Manager, who shall mark each for identification, on or before 5:00 P.M. March 17, 2005 to be opened and read aloud at the March 17, 2005 session of the Council. Any such bid shall be accompanied by a bidder's deposit of \$1,000.00 in the form of a cashier's check, bank check, or letter of credit payable to the Town of Chincoteague to ensure the execution of the Lease by the successful bidder. At such session the Mayor may call for any additional bids, which shall be received. After the acceptance of any such additional bids, or there being no such additional bids, the bidding shall be closed.
4. At such open session or any later time as Council may determine, and after such investigation as Council may see fit, Council, after receiving the recommendations of staff, if any, may accept the highest bid from a responsible bidder and adopt this Ordinance awarding the Lease to such bidder, subject to the right of Council by a recorded majority vote to accept a lower bid from a responsible bidder and award such Lease to the lower bidder, if in its opinion there is some reason(s) affecting the

interest of the Town which makes it advisable to do so, which reason(s) shall be affirmatively stated in the action adopting the Ordinance and awarding such Lease.

5. All bids shall be irrevocable for a period of thirty (30) days after the last date for the submission of bids. The Town reserves the right to negotiate with the highest responsible bidder, and further reserves the right to reject any and all bids. Council may waive any minor irregularities in any bid.
6. The cost of the advertisement provided for herein shall be reimbursed to the Town by the successful bidder to whom such Lease is awarded.
7. The form of the advertisement shall be as follows:

**AN ORDINANCE AUTHORIZING THE LEASE OF A
PORTION OF THE TOWN DOCK OF THE TOWN OF
CHINCOTEAGUE IN CONJUNCTION WITH THE
OPERATION OF A TOUR VESSEL(S) AND THE
SOLICITATION OF BIDS FOR SUCH LEASE**

The Town of Chincoteague intends to adopt an Ordinance awarding a Lease of a certain portion of the Town Dock to the successful bidder in conjunction with the operation of a tour vessel(s) for the 2005 and 2006 seasons in accordance with the terms and provisions of said Ordinance and in the form and on the terms and conditions of the Lease contained therein. A copy of the full text of said Ordinance is on file in the office of the Town of Chincoteague, 6150 Community Drive, Chincoteague, Virginia 23336.

The Council invites bids for the Lease proposed to be awarded in the Ordinance. All bids shall be in writing, sealed, and delivered to the Town Manager on or before March 17, 2005 at 5:00 P.M. All such bids shall be accompanied by a cashier's check, bank check or letter of credit in the amount of \$1,000.00 to ensure that the successful bidder executes said Lease. Failure to do so shall result in the forfeiture of said deposit. All bids shall be opened in the March 17, 2005 session of Council. Council shall have the right to call for any additional bids, which shall be received at the time. At such open session, or later, the Council may determine and after such

investigations as Council may see fit, Council, after receiving recommendations of staff, if any, will accept the highest bid from a responsible bidder and adopt the Ordinance awarding the Lease to such bidder, subject to the right of Council by recorded majority vote to accept a lower bid from a responsible bidder and award such Lease to the lower bidder, if in its opinion there is some reason affecting the interest of the Town which makes it advisable to do so, which reason(s) shall be affirmatively stated in the motion adopting the Ordinance and awarding such Lease. Council reserves the right to negotiate with the highest bidder, and further reserves the right to reject any and all bids. Council may waive any minor irregularities in any bid.

J. W. Jeffries, Acting Town Manager
Town of Chincoteague
By Direction of the Council

8. That the Acting Town Manager is directed to advertise the foregoing form of advertisement for two (2) successive weeks in the *Chincoteague Beacon*, a newspaper circulated within the Town of Chincoteague.

AYES:

Vice Mayor Conklin

Councilman Howard

Councilman Mason

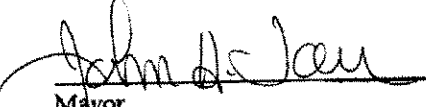
Councilman Wolffe

Councilwoman Richardson

Councilman Ross

NAYS:

Approved this 4th day of April, 2005.


Mayor